

LOS ANGELES COUNTY COMMUNITY AND SENIOR SERVICES

APPENDIX B STATEMENT OF WORK

EFFECTIVE NUTRITIONAL HEALTH ASSESSMENT AND NETWORKS OF CARE FOR THE ELDERLY (ENHANCE) (TITLE III C/III D)

PREAMBLE

For over a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- Responsiveness
- Professionalism
- Accountability
- Compassion

- > Integrity
- Commitment
- > A Can-Do Attitude
- > Respect for Diversity

These shared values are encompassed in the County Mission to enrich lives through effective and caring service and the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/ agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- · Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and

community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✓ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✓ There is no "wrong door": wherever a family enters the system is the right place.
- ✓ Families receive services tailored to their unique situations and needs.
- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✓ The County service system is flexible, able to respond to service demands for both the countywide population and specific population groups.
- The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✓ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✓ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, familyfocused, culturally-competent, accessible, user friendly, responsive, cohesive, efficient, professional, and accountable.
- County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.

- County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✓ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and families: good health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.
- The County, its clients, contracting partners, and the community will continue to work together to develop ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following *Customer Service And Satisfaction Standards* in support of improving outcomes for children and families.

Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly

Build on the strengths of families and communities

Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information.
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

APPENDIX B

STATEMENT OF WORK EFFECTIVE NUTRITIONAL HEALTH ASSESSMENT AND NETWORKS OF CARE FOR THE ELDERLY (ENHANCE) 2011-2015

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APPENDIX B STATEMENT OF WORK EFFECTIVE NUTRITIONAL HEALTH ASSESSMENT AND NETWORKS OF CARE FOR THE ELDERLY (ENHANCE) PROGRAM 2011-2015

1.0 SCOPE OF WORK

- 1.1 The scope of work outlines the minimum services required to operate the Effective Nutritional Health Assessment and Networks of Care for the Elderly (ENHANCE) Program and provide Services to eligible individuals as mandated by the Older Americans Act (42 USC Sections 3001 3058), Code of Federal Regulations (45 CFR 1321.1 1321.83), Title 22, California Code of Regulations (CCR), Section 7100 et seq., the Older Californians Act (OCA), Welfare and Institutions Code (WIC), Section 9000 et seq., California Business and Professions Code, Sections 2585 and 2586, the California Department of Aging (CDA), and Los Angeles County Community and Senior Services (CSS) Program Memoranda/Directives. The CONTRACTOR is obligated to provide the Services described herein. The COUNTY has established a fixed rate for each Unit of Service provided by the CONTRACTOR.
- 1.2 The ENHANCE Program provides Services, on a one-to-one basis, to individuals, who are at moderate or high nutrition risk and are currently receiving Services from a Los Angeles County Area Agency on Aging (AAA) Elderly Nutrition Program (ENP) or other CSS/AAA funded Program. Services consist of Nutrition Counseling, Medication Management and, Disease Prevention and Health Promotion.
- 1.3 The CONTRACTOR must incorporate a triage service delivery system that will identify and serve those at highest risk for malnutrition and nutrition-related health problems. The CONTRACTOR will use the screening tools and guidelines of the Nutrition Screening Initiative (NSI), developed jointly by the American Academy of Family Physicians, the American Dietetic Association, and the National Council on the Aging, Inc., for countywide nutrition screening, counseling, and multidisciplinary intervention Services. The NSI can be found on the American Academy of Family Physicians' website located at www.aafp.org.

2.0 ELIGIBILTY CRITERIA

2.1 The U.S. Department of Health and Human Services Administration on Aging determines the criteria for ENHANCE Program eligibility. The criteria are based on the current guidelines of the Older Americans Act of 1965, as reauthorized in October 2006. The guidelines may be enhanced based on Federal, California State regulations, and Los Angeles County policies.

Unless otherwise expressly indicated in this Contract or by Federal, State, or local law, CONTRACTOR shall only provide ENHANCE Services to Clients as defined in Section 2.1.1 below:

- 2.1.1 In order to be considered a Client, an individual must meet the following requirements:
 - 2.1.1.1 An Older Individual (age 60 and above); and
 - 2.1.1.2 Has Diabetes and/or has a Nutritional Risk Score (NRS) of three (3) or higher indicating a moderate to high nutrition risk. The NRS is a numerical representation of a Client's level of general nutritional health as determined by the NSI checklist; or
 - 2.1.1.3 Is frail and homebound by reason of illness, disability, or is otherwise isolated. The Older Individual must meet the following definition of "frail".
 - 2.1.1.3.1 "Frail" is defined as an Older Individual who is determined to be functionally impaired because the individual either:
 - 2.1.1.3.1.1 Is unable to perform at least two activities of daily living (ADL), including bathing, toileting, dressing, feeding, breathing, transferring and mobility and associated tasks, without substantial human assistance, including verbal reminding, physical cueing or supervision.
 - 2.1.1.3.1.2 Due to cognitive or other mental impairment, requires substantial supervision because the Older Individual behaves in a manner that poses a serious health or safety hazard to the individual or to others; and
 - 2.1.1.4 Is referred by an AAA funded Contractor.

3.0 SPECIFIC TASKS

- 3.1 Guidelines and General Requirements: The following guidelines include the definitions and standards for the provision of Services that are required by the ENHANCE Program. A Unit of Service is defined as the benefit provided to the Client that meets the Program guidelines. The Unit of Measurement is the quantitative representation of the service provided to the Client; this measurement forms the basis upon which payment is made to the CONTRACTOR. The Unit Rate is the amount that is payable by the Program for each Unit of Measurement provided by the CONTRACTOR.
- 3.2 CONTRACTOR must collaborate with ENP Contractors and other AAA funded Contractors or as advised by the AAA Nutritionist in order to ensure comprehensive and coordinated service delivery and to prevent duplication of Services.

3.3 Tasks

- 3.3.1 Nutrition Counseling: CONTRACTOR shall provide Nutrition Nutrition Counseling is individualized one-on-one Counseling. Counseling to Clients who are at high nutritional risk because of their health or nutritional history, dietary intake, medication use, or chronic illnesses. Counseling shall include a discussion with the Client about options and methods for improving their nutritional status, and shall be performed by a Registered Dietitian (RD) as defined and in accordance with Sections 2585 and 2586 of the California Business and Professions Code. CONTRACTOR must document in the Client's case file, all Nutrition Counseling services and note any recommendations made to the Client by the CONTRACTOR's RD. CONTRACTOR shall retain all Nutrition Counseling in the Client's file and report monthly to the AAA Nutritionist and ITS. CONTRACTOR shall provide the following Specific Tasks:
 - 3.3.1.1 Nutrition Assessment: CONTRACTOR's RD shall collect information about a Client to determine the Client's nutritional needs (social, environmental, physical, and/or Client's mental) and evaluate the needs. CONTRACTOR'S RD shall also formulate a list of nutrition goals, recommended Services (does not include services covered by Medicare, Medi-Cal, or other health insurance), and the expected outcome of the Services provided to the Client, A Nutritional Assessment shall include:
 - 3.3.1.1.1 CONTRACTOR shall conduct and complete a review of the Universal Intake Form (UIF-

- 1, Sample Contract, Appendix A, Exhibit E, Attachment XIX) and Nutrition Screening Initiative checklist (NSI) provided by a AAA Contractor or if necessary, CONTRACTOR shall ensure the completion of a new Universal Intake Form by CONTRACTOR's RD. The Universal Intake Form and NSI shall be retained in the Client File.
- 3.3.1.1.1.1 The NSI checklist is used to determine if the potential Client is at nutrition risk and may need the appropriate provision of health carerelated interventions.
- 3.3.1.1.2 CONTRACTOR'S RD shall conduct and complete a review of the Client's complete medical diagnoses/history and clinical measures such as height, weight, blood pressure, blood, glucose, diet, and medication intake.
- 3.3.1.1.3 Physician Order: CONTRACTOR's RD may request a written order for special diets (e.g. diabetic diets, renal diets, etc.) from a Licensed Physician. CONTRACTOR's RD shall counsel the Clients regarding the requirements of the Physician Order.
- 3.3.1.2 Nutrition Intervention: CONTRACTOR's RD shall provide one-on-one counseling to Clients on how to reduce their nutritional risk and shall refer Clients to appropriate resources.
 - 3.3.1.2.1 Follow-Up: CONTRACTOR's RD shall provide Clients with Nutrition Intervention Follow-Up services. The Follow-Up may be by telephonic contact or in person.
- 3.3.1.3 Nutrition Reassessment: Nutrition Reassessment is a formalized method of documenting and analyzing changes to the Client during the period since the previous Nutrition Assessment and assuring the Services provided by the CONTRACTOR is reducing the Client's nutritional risk. A Reassessment shall include but is not

limited to: a completion of the Nutrition Screening Initiative checklist, a review of the medical diagnosis, clinical measures such as height, weight blood pressure, blood glucose, diet and medication review.

- 3.3.1.3.1 CONTRACTOR'S RD shall conduct a formal Reassessment of the Client every six (6) months from the date of the last Nutrition Assessment.
- 3.3.1.3.2 An additional Reassessment may also be conducted during the year at any time the Client's situation changes or a significant event occurs that warrants a Reassessment.

Unit of Measurement: One Session (a Session is defined as one-onone interaction to transact a specific task(s)). The CONTRACTOR is limited to one Session per Client per day.

- 3.3.2 Medication Management: The purpose of Medication Management is to assist high nutritional risk Clients to manage their use of over-thecounter and prescription medications, vitamin, mineral, and herbal supplements. CONTRACTOR's RD shall conduct medication screenings of Clients and provide information to Clients to prevent adverse food/drug and/or drug/drug interaction. Services to be provided by CONTRACTOR's RD include reviewing Client food/drug arrangement coordination interaction and/or the and CONTRACTOR'S RD of a review of the Client's drug/drug interaction performed by a licensed pharmacist. CONTRACTOR shall document in the Client's case file, all Medication Management Services and note any recommendations and follow-up reviews made to the Client. CONTRACTOR shall retain all documentation of all follow-up reviews in the Client's file and report monthly to the AAA Nutritionist and ITS. CONTRACTOR'S RD shall provide Medication Management, which shall consist of the following:
 - 3.3.2.1 Food and Medication Interaction: CONTRACTOR's Registered Dietitian shall review potential food/drug interactions for all Clients and shall seek clarification from Client's physician when appropriate.

Unit of Measurement: One Contact (a Contact is defined as an interaction, either one-on-one or in a group setting, to transact a specific task). The CONTRACTOR is limited to one Contact per Client per day.

- 3.3.2.2 Pharmacy Medication Review: CONTRACTOR's RD shall arrange and ensure a licensed pharmacist conducts individual Pharmacy Medication Review (a review of a Client's medication intake and an assessment of possible drug interactions) for Clients who are taking multiple medications. CONTRACTOR's RD shall report to the Client possible adverse drug interaction findings of each Review, including a recommendation for change in medication. CONTRACTOR's RD shall encourage their Clients to contact their physician to discuss the recommendations.
 - 3.3.2.2.1 CONTRACTOR shall coordinate a Pharmacy Medication Review Follow-Up. CONTRACTOR's RD shall coordinate with a licensed pharmacist and contact the Client, either by telephone or in-person, and conduct a Follow-Up Pharmacy Medication Review to determine the effectiveness of the recommendation.

Unit of Measurement: One Contact. The CONTRACTOR is limited to one Contact per Client per day.

- 3.3.3 Disease Prevention and Health Promotion: At the request of a AAA Contractor, and subject to the approval of the AAA Nutritionist, CONTRACTOR's RD, shall provide disease prevention and health promotion educational presentations and activities to Clients, CONTRACTOR shall provide, at a minimum, one or more of the following Services:
 - Physical Fitness Class: CONTRACTOR will conduct 3.3.3.1 Physical Fitness Classes for Clients under the supervision of an Exercise Specialist. This includes Physical Fitness Classes to sustain and improve the health and well being of a Client. Physical Fitness Classes must contain a minimum of five (5) Clients per class and be under the supervision of the Exercise Specialist. For each Physical Fitness Class. CONTRACTOR shall:
 - 3.3.3.1.1 Document the name of each Client attending each Physical Fitness Class in the form of a sign-in sheet or by any other means instituted by CONTRACTOR and

shall be reported monthly to the AAA Nutritionist and ITS.

3.3.3.1.2 Distribute on an annual basis, a customer satisfaction survey to each Client who has participated in a Physical Fitness Class during the Fiscal Year (FY) and collect the surveys. CONTRACTOR shall collect all customer satisfaction survey responses and submit to the AAA Nutritionist annually or as specified by the AAA Nutritionist.

Unit of Measurement: One Contact. The CONTRACTOR is limited to one Contact per Client per day.

- 3.3.3.2 Nutrition Education Class: CONTRACTOR will provide regularly scheduled Nutrition Education Classes to a minimum of five (5) Clients per Class. Nutrition Education Classes shall be on nutrition diet and health promotion issues such as diabetes, heart disease, high blood pressure, obesity, cancer, etc. Nutrition Education materials must be presented in a culturally sensitive manner by CONTRACTOR's RD or other appropriate health care professional, at the RD's discretion and as referred by the RD. Nutrition Education Classes may include demonstrations, audio-visual presentations, or small interactive group discussions with Clients. Classes may include a discussion of dietary problems and dietary best practices and evaluation of clinical measures such pressure, blood glucose and weight CONTRACTOR shall:
 - 3.3.3.2.1 Document the name of each Client attending each Nutrition Education in the form of a sign-in sheet or by any other means instituted by CONTRACTOR and shall be reported monthly to the AAA Nutritionist and ITS.
 - 3.3.3.2.2 Test a sample of participants once per FY, before (Pre-Test) and after (Post-Test) the Nutrition Education Class to determine the effectiveness of the Service.
 - 3.3.3.2.3 Distribute on an annual basis, a customer satisfaction survey to each Client who has participated in a Nutrition Education Class

during the FY and collect the surveys. CONTRACTOR shall collect all customer satisfaction survey responses and submit to the AAA Nutritionist annually or as specified by the AAA Nutritionist.

3.3.3.2.4 CONTRACTOR may incorporate the use of other appropriate health care professionals at the RD's discretion. RD must be present at the time of the Nutrition Education Class.

Unit of Measurement: One Contact. The CONTRACTOR is limited to one Contact per Client per day.

3.3.4 Summary of Service Units

1				
Required Service	Unit of Measurement	Maximum Unit Rate		
Nutrition Counseling	One Session (limited to one Session per Client per day)	\$60.00		
Medication Management:				
Food & Medication Interaction	One Contact (limited to one Contact per Client per day)	\$50.00		
Pharmacy Medication Review	One Contact (limited to one Contact per Client per day)	\$50.00		
Disease Prevention and Health Promotion:				
Physical Fitness Class	One Contact (limited to one Contact per Client per day).	\$50.00		
Nutrition Education Class	One Contact (limited to one Contact per Client per day)	\$50.00		

4.0 ADDITIONAL REQUIREMENTS

In addition to the specific tasks necessary to provide Units of Service to Clients, CONTRACTOR must also adhere to minimum requirements that are necessary to operate the program. These requirements ensure that the CONTRACTOR maintains the appropriate level of care, performance, staffing, reporting and compliance with Los Angeles County, State, and Federal guidelines that govern the Program. The CONTRACTOR is responsible for ensuring that its operations meet the requirements delineated below in order to provide the optimal level of Services to Clients as prescribed by this Contract.

- 4.1 CONTRACTOR shall provide Community Outreach, which is defined as actively providing and disseminating Program information to the public on what Services may be available to potential eligible Clients. CONTRACTOR shall also market the Services to all ethnic groups in each Supervisorial District in which the Services are being provided by CONTRACTOR.
 - 4.1.1 CONTRACTOR shall ensure that information and assistance on ENHANCE Services are provided to all populations including homeless, veterans, and Lesbian-Gay-Bisexual-Transgender (LGBT) Clients.
- 4.2 CONTRACTOR must have written procedures to protect the confidentiality and privacy of Client information collected for purposes of the Program, in accordance with all applicable laws and regulations, including Title 22 CCR 7500 (b).
- 4.3 CONTRACTOR must maintain a cash reserve equal to the amount it would cost to operate the Program for one month. Grant funds may not be included in cash reserves.
- 4.4 CONTRACTOR shall track all Contract funds and CONTRACTOR shall provide a tracking of Contract funds during an audit as indicated in the Appendix A, Sample Contract, Part II, Section 67.0, Record Retention and Inspection/Audit Settlement.

5.0 CONTRACTOR PERSONNEL

5.1 General Requirements: CONTRACTOR shall have a sufficient number of qualified staff with the appropriate education, licensure, and experience to carry out the requirements of the ENHANCE Program. The total number of staff shall be based on the method and level of Services provided, and the size of the service area served by CONTRACTOR.

- 5.1.1 CONTRACTOR shall operate continuously throughout the entire term of this Contract with at least the minimum number of staff set forth herein, as well as any other applicable staffing requirements of COUNTY for CONTRACTOR necessary to provide Services hereunder. Such personnel shall meet all qualifications in this Contract, as well as those provided by COUNTY through Contract Amendments, Administrative Directives and Program Policy Memorandums.
- 5.1.2 CONTRACTOR shall have a minimum of one RD for each Supervisorial District, for a total of five RDs, to provide Program Services hereunder.
- 5.1.3 The CONTRACTOR shall ensure that CONTRACTOR staff is available to all Clients, potential Clients, referral sources, as well as the COUNTY on a minimum five-day-a-week (Monday through Friday) basis. CONTRACTOR's Office shall be open a minimum eight (8) hours per day between the hours of 8:00 a.m. to 5:00 p.m. CONTRACTOR shall also ensure that personal telephone contact with CONTRACTOR's staff is available to Clients, potential Clients, as well during CONTRACTOR's as COUNTY. hours of operation. CONTRACTOR shall also ensure that each CONTRACTOR office location has a telephone answering machine or voice mail in place during off-business hours. CONTRACTOR staff shall check and respond to all messages in a timely manner.
- 5.1.4 CONTRACTOR shall always have a staff member with the authority to act on behalf of the CONTRACTOR available during work hours.
- 5.2 <u>PROJECT DIRECTOR</u>: CONTRACTOR's staff shall include a full-time Project Director.
 - 5.2.1 Responsibilities: The Project Director will plan, organize and direct all administrative and Program activities related to the Program and Contract. The Project Director will define lines of authority and will develop the roles and parameters of responsibility for staff consistent with established COUNTY requirements. Project Director shall have full authority to act on behalf of CONTRACTOR for this Contract. Project Director, or their designee, shall oversee all the daily activities during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday.
 - 5.2.2 Minimum Education, Experience and Qualifications: The individual must possess and demonstrate the following:
 - Bachelor's degree in the field of Dietetics;
 - Satisfactory completion of a program of supervised practice for a minimum of nine hundred (900) hours that is designed to prepare

- entry level practitioners through instruction and assignments in a clinical setting. Supervisors of the program shall meet minimum qualifications established by public or private agencies or institutions recognized by the State Department of Health Services;
- Current RD Certification from the Commission on Dietetic Registration (CDR), the credentialing agency of the American Dietetic Association;
- Satisfactory completion of the continuing education requirements established by CDR;
- Ten (10) years experience in clinical nutrition management and medical nutrition therapy;
- Ability to speak/read/understand English fluently;
- Ability to provide guidance on decisions requiring judgment, and assistance with problem situations;
- Administrative ability to explain goals, policies, and procedures and assist staff in adjusting to changes that occur;
- Ability to plan, organize and conduct evidence-based health promotion programs producing nutrition health-related outcomes such as reduced body mass index and reduced nutrition risk as measured by the NSI;
- Ability to encourage the development of professional growth and upgrading of skills through access to training and current literature;
- Ability to evaluate the performance of CONTRACTOR staff based on established criteria; and
- Current membership in the American Dietetic Association (ADA) is desirable.
- 5.3 <u>REGISTERED DIETITIAN (RD)</u>: CONTRACTOR shall employ a minimum of five (5) Registered Dietitians; one RD shall be assigned to serve each Supervisorial District, for a total of five RDs.
 - 5.3.1 Responsibilities: Under the direction of the Project Director, the Registered Dietitian will provide all Services outlined in this Appendix B, Statement of Work. The RD's responsibilities shall include the following:
 - 5.3.1.1 Provide Services as expressed in Subsection 3.0, Specific Tasks of this Appendix B upon referral from an AAA Contractor.
 - 5.3.1.2 The Registered Dietitian may accept or transmit verbal orders or electronically transmit orders from the referring physician consistent with an established protocol to implement Services pursuant to this Appendix B, SOW.

- 5.3.1.3 Ordering medical laboratory tests as it relates to nutritional therapeutic treatments when authorized by a written protocol from the referring physician.
- 5.3.2 Minimum Education, Experience and Qualifications: The individual must demonstrate evidence of all the following as specified in the California Business and Professions Code, Section 2585:
 - Eighteen (18) years of age or older;
 - Satisfactory completion of academic requirements for the field of dietetics and related disciplines;
 - A bachelor's degree or higher from a college or university accredited by the Western Association of Schools and Colleges or other regional accreditation agency;
 - Satisfactory completion of a program of supervised practice for a minimum of nine hundred (900) hours that is designed to prepare entry level practitioners through instruction and assignments in a clinical setting. Supervisors of the program shall meet minimum qualifications established by public or private agencies or institutions recognized by the State Department of Health Services;
 - Satisfactory completion of an examination administered by and current registration with the Commission on Dietetic Registration (CDR), the credentialing agency of the American Dietetic Association;
 - Satisfactory completion of the continuing education requirements established by CDR;
 - Five (5) years professional experience in dietetics, preferably in clinical medical nutrition therapy; and
 - Current membership in the American Dietetic Association (ADA) is desirable.
- 5.4 OTHER STAFF: CONTRACTOR shall also have a sufficient number of qualified staff with the appropriate education and experience to carry out the requirements of the ENHANCE Program. The total number of staff shall be based on the method and level of Services provided, and the size of the service area.
 - 5.4.1 All staff, paid and volunteer, shall be oriented and trained to perform their assigned responsibilities and tasks. Staff other than the RD, including interns, shall not perform any of the responsibilities of the RDs unless first approved by the AAA Nutritionist in writing.

5.4.2 EXERCISE SPECIALIAST: The Exercise Specialist shall provide Physical Fitness Activities (as described in Subsection 3.3.3.1 of this Appendix B). An Exercise Specialist must have training appropriate to work with Clients, and evidence of completion or certification from the American Council on Exercise, American Training International, Silver Sneakers Fitness Program, the Yoga Alliance, the Nia Technique, college or university training in exercise programs. An Exercise Specialist must also have a current Cardiopulmonary Resuscitation (CPR) training certification from the American Heart Association or American Red Cross. The Exercise Specialist may be part of CONTRACTOR's staff or hired by CONTRACTOR on a consultant basis.

6.0 MULTILINGUAL AND MULTICULTURAL CAPABILITIES OF CONTRACTOR STAFF

6.1 The CONTRACTOR must be committed and sensitive to the delivery of Services that are culturally and linguistically appropriate. To that end, CONTRACTOR must seek to hire qualified staff that is multilingual and/or multicultural in order to better reflect the communities served. In addition, the CONTRACTOR and its staff including volunteers are expected to develop cultural competency and cross-cultural clinical practice skills. The CONTRACTOR must also develop effective linkages with various ethnic, health and social service agencies for the benefit of Clients.

7.0 LICENSES

7.1 CONTRACTOR shall obtain and maintain, during the term of this Contract, for CONTRACTOR and all staff, all appropriate licenses, permits and certificates required by all applicable Los Angeles County, State of California and/or Federal laws, regulations, guidelines, and directives for the operation of its facility(ies) and for the provision of Services hereunder. A copy of each license, permit and certificate shall be sent to CSS, Contracts Management Division (CMD) prior to the execution of the Contract and in cases of new hires or updates in license/certification status CONTRACTOR shall provide CSS CMD with all new updated licenses, permits, and certificates within ten (10) business days of the change in status.

8.0 GREEN INITIATIVES

- 8.1 CONTRACTOR shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- 8.2 CONTRACTOR shall notify COUNTY's CCM of CONTRACTOR's new green initiatives prior to the Contract's commencement.

9.0 QUALITY CONTROL PLAN

The CONTRACTOR shall establish and utilize a comprehensive Quality Control Plan to assure the COUNTY a consistently high level of service throughout the term of the Contract. The Plan shall be retained on file at the CONTRACTOR's main administrative office. The Plan shall include, but may not be limited to the following:

- 9.1 A method of monitoring to ensure that Contract requirements are being met;
- 9.2 A record of all inspections conducted by the CONTRACTOR, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the COUNTY upon request.

10.0 TRAINING

- 10.1 CONTRACTOR shall develop and implement an internal staff training policy, including the provision of an orientation to all new staff (including volunteers). CONTRACTOR is responsible for ensuring its staff, both existing and new are properly trained in all areas related to providing ENHANCE Services.
- 10.2 In-Service Training shall include, but is not limited to, providing information concerning new directives and regulations issued by the AAA. The AAA Nutritionist (or other qualified designee), will provide relevant and applicable In-Service Training, including instruction and guidance and as determined by the AAA Nutritionist, to ENHANCE Program RDs. CONTRACTOR's RDs are required to attend all In-Service Trainings.
- 10.3 The CONTRACTOR's Project Director shall ensure that all appropriate CONTRACTOR staff/volunteers attend all training sessions called by the COUNTY for CONTRACTOR's benefit and held at a COUNTY facility or another site, as determined by the COUNTY. Further, CONTRACTOR staff shall ensure that, at a minimum, a CONTRACTOR staff person represents the CONTRACTOR at each training session. The CONTRACTOR may also choose to attend meetings outside of Los Angeles County that the CONTRACTOR reasonably deems to be beneficial for the delivery of Client Services.
- 10.4 The COUNTY may establish, provide, and/or require mandatory training of CONTRACTOR staff at its discretion.

11.0 COLLABORATIONS

CONTRACTOR must form collaborations with COUNTY and City of Los Angeles Contractors providing Services funded through the OAA, including other ENHANCE Contractors and other community organizations in order to ensure comprehensive

and coordinated Service delivery and to prevent unnecessary duplication of Services. CONTRACTOR shall develop linkages with other community-based long-term care service providers, particularly those that see the Client at home. CONTRACTOR is encouraged to share vital assessment information with other agencies providing Services to the Client in the home. However, in sharing information with other agencies, the CONTRACTOR must respect Client confidentiality rights, adhere to applicable confidentiality regulations, and follow appropriate protocols.

The CONTRACTOR shall establish procedures to protect all Client information consistent with the terms of the Contract and all applicable laws and shall not disclose Client information outside of CSS without written consent from CSS and the Client.

12.0 PROGRAM PERFORMANCE/REALLOCATION OF FUNDS

- 12.1 The CONTRACTOR is required to provide 100% of Services and expend 100% of the Maximum Annual Contract Sum contracted for and as stated in this Appendix B; Appendix C, PRS Chart; Appendix A, Sample Contract, Exhibit C, Proposed Program Services (PPS); and Appendix A, Sample Contract, Exhibit D, Budget. A new or updated Budget shall be completed and provided to the COUNTY prior to the beginning of each FY.
- 12.2 The performance of CONTRACTOR will be evaluated during the FY, and funds may be reallocated. If CONTRACTOR fails to expend 95% of the Maximum Annual Contract Sum allocated under this Contract, as provided in Appendix A, Sample Contract, Exhibit D, Budget, funds may be reduced and reallocated to other ENHANCE Contractors or other AAA funded Contractors that are performing/expending at a higher level/rate and qualify for increases in its Maximum Annual Contract Sum. Additionally, the COUNTY, at its discretion, may reduce the CONTRACTOR's Maximum Annual Contract Sum in the following FY to more accurately reflect the CONTRACTOR's level of performance/expenditure.
- 12.3 The Contract includes Performance Requirements Standards that will measure the CONTRACTOR's performance related to the Program. The Contract includes a Performance Requirements Summary (PRS) Chart (Appendix C to the RFP) that summarizes the standards required and their corresponding Acceptable Quality Level. CONTRACTOR is responsible for meeting the Acceptable Quality Levels provided in the PRS Chart as well as the provision of Services outlined in this Appendix B.

13.0 OUTCOME MEASURES

CONTRACTOR is required to conduct ongoing customer satisfaction surveys with Clients and keep a copy of the completed surveys on file and accessible to

COUNTY for review. The results of the surveys will be used by CONTRACTOR to make quality improvements in Client Services provided to all ENHANCE Clients. The CONTRACTOR may be asked by COUNTY to comply with and develop other outcome measures. See Appendix C, PRS Chart for additional Program performance requirements.

14.0 LOCATION OF SERVICE AND HOURS OF OPERATION

14.1 CONTRACTOR shall obtain:

- Required building inspection certificates (health, fire, etc.) for all CONTRACTOR places of business/site locations; and
- Prior written consent of the Director of Community and Senior Services, or authorized designee, and shall comply with Appendix A, Sample Contract, Part II, Section 22.0, Contract Modifications/Amendments, as applicable, before modifying or terminating Services, or revising hours of service delivery at a previously designated location(s) and before commencing such Services at any other location.
- 14.2 CONTRACTOR shall ensure that all site locations/buildings and surrounding areas are maintained in a manner consistent with applicable local, State, and Federal occupational safety and sanitation regulations. The premises shall be free of any accumulation of garbage, rubbish, stagnant water, or filthy or offensive matter of any kind to ensure that the premises are maintained in a clean and wholesome condition. The physical locations shall be acceptable and accessible to the public. CONTRACTOR shall comply with the Americans with Disabilities Act of 1990.
 - 14.2.1 CONTRACTOR shall publicly display at all CONTRACTOR office locations/sites the days and hours of operation for the provision of contracted Services.
 - 14.2.2 CONTRACTOR shall maintain an office in Los Angeles County.
 - 14.2.3 CONTRACTOR's office shall be open a minimum 8 hours per day between the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday.
 - 14.2.4 CONTRACTOR shall inform the COUNTY in writing and receive a written COUNTY approval at least sixty (60) days prior to relocation of CONTRACTOR's office.

15.0 REPORTS, DOCUMENTATION, AND DIRECT DATA ENTRY

- 15.1 The California State Department of Aging requires CONTRACTOR to establish record procedures that ensure the accuracy and authenticity of the number of eligible Client Program Services provided each day. The CONTRACTOR shall ensure the actual date Service(s) is/are rendered are tracked, documented, and reported. CONTRACTOR shall submit to COUNTY, on a monthly basis and no later than the 10th day of the month following the month of Service, a report which includes: the total number of Clients served, the type of Services provided, and number of Services provided to the Client, including the date(s) of Service. If the 10th day of the month falls on a weekend or holiday, the due date shall be the next business day.
- 15.2 CONTRACTOR shall provide, at the end of each FY, a report containing the Statistical Analysis of its Program final year-end report. The Statistical Analysis shall include, but is not limited to, overall nutritional risk reduction, improved body mass index, and when appropriate, decrease in hospitalizations, blood sugar, blood pressure control, increased awareness of the potential danger of drug-drug interactions, improvement in fitness test scores, etc. The report shall be detailed and should allow comparison of one (1) FY's data with another.
- 15.3 CONTRACTOR shall maintain all records and reports, consistent with Appendix A, Sample Contract, Standard Terms and Conditions, Part II, Section 67.0, Record Retention and Inspection/Audit Settlement, and shall make them available for audit, assessment, or inspection by authorized representatives of CSS.
- 15.4 All information, records, data elements, and print-outs collected and maintained for the operation of the ENHANCE Program and pertaining to Clients (including paper and electronic data) must be protected from unauthorized disclosures in accordance with the Appendix A, Sample Contract, Standard Terms and Conditions, Part II, Section 17.0, Confidentiality, Section 10850 of the California Welfare and Institutions Code, Title 45 of the Code of Federal Regulations (CFR), Section 205.50, California Information Practices Act of 1977, and all other applicable laws and regulations.

16.0 INFORMATION TECHNOLOGY SYSTEM (ITS) REQUIREMENTS

16.1 CONTRACTOR is required to participate in the CSS automated Information Technology System (ITS) and to have a web-based compatible microcomputer system, a dedicated phone line, and to maintain equipment and the system in accordance with the configuration specifically approved by the COUNTY. CONTRACTOR shall be responsible for its own data input of

- required information for monthly transmission to the current CSS approved automated ITS.
- 16.2 All computer hardware should be standard and common national brands to assure proper compatibility with other hardware and software. Hardware and software not meeting the specifications outlined in this Statement of Work may be acceptable only upon COUNTY approval.
- 16.3 Hardware CONTRACTOR is required to have the hardware to support the software requirements listed in this Section 16.0.
- 16.4 CONTRACTOR must have a current industry standard laser printer with a minimum 600DPI.
- 16.5 CONTRACTOR must maintain a reliable high speed or broadband Internet connection at all sites.
- 16.6 CONTRACTOR is also required to have the following:
 - 16.6.1 Industry standard internet security software with all current upgrades installed and operating.
 - 16.6.2 The most current version of Microsoft Internet Explorer or equivalent.
 - 16.6.3 Capability of sending and receiving documents in Microsoft Office 2003.

16.7 STAFFING

CONTRACTOR shall assign an employee (who is not a volunteer) have the primary responsibility for the Client data entry into the ITS system. This person will be the primary contact person for Client data issues and problems. The individual will be assigned a password to log-in and enter Client information. A back-up staff person (who is not a volunteer) must be designated to act on behalf of the primary ITS contact person in the event of his or her absence.

CONTRACTOR shall inform the COUNTY of the name of the CONTRACTOR ITS staff person and backup at the start of this Contract and within two weeks of any assignment or reassignment. Only those CONTRACTOR staff who have been designated by CONTRACTOR and assigned a password by COUNTY shall be allowed to access the ITS system.

16.8 FACILITIES

16.8.1 CONTRACTOR shall provide the following:

- 16.8.1.1 A table or desk for the computer, printer and scanner with adequate workspace.
- 16.8.1.2 Appropriate electrical outlets.
- 16.8.1.3 A direct (not rotary or PBX) analog telephone line at computer location.
- 16.8.1.4 Additional telephone lines (as required/directed for Client Tracking).
- 16.8.1.5 A secure, locked room or lock-down cables to secure all equipment.

16.9 MAINTENANCE

CONTRACTOR is responsible for all maintenance, repair, or replacement of hardware and software required for ITS, which must be done in a timely and efficient manner. Equipment must be available for inspection by COUNTY staff during regular business hours.

16.10 SUPPLIES

CONTRACTOR is responsible for all necessary supplies, memory storage (e.g. flash drives, external hard drives and CDs), paper, ink cartridges and other media.

16.11 FUTURE CHANGES

16.11.1 Technology and computers are changing rapidly and the COUNTY may change its systems to utilize and explore these changes. These may include the acquisition of additional hardware, software and communication lines, as the COUNTY deems appropriate. CONTRACTOR must supply all equipment, peripherals, supplies, etc. that may be required by the COUNTY for future changes.

16.12 CONFIDENTIALITY

CONTRACTOR shall utilize the COUNTY's ITS for recording casework. CONTRACTOR shall employ a mechanism to ensure that a Client's record is accessible only to those authorized staff assigned a password by the

COUNTY. CONTRACTOR shall implement COUNTY approved policies and procedures to include safeguards for confidentiality, prevention of unauthorized access, authentication by electronic signature keys, and systems maintenance. Specifically, for electronic signatures, the CONTRACTOR's system must:

- 16.12.1 Identify the signatory individual, including the date and time when the signature was executed, and the meaning associated with the signature (e.g. review, approval, responsibility, authorship, and authentication);
- 16.12.2 Assure the integrity of a document's content, including any actions taken to create, modify, or strike out an electronic entry; and
- 16.12.3 Provide for non-repudiation (e.g. strong and substantial evidence that will make it difficult to claim that the electronic representation is not valid).

17.0 OTHER PROVISIONS

17.1 PROGRAM SUPERVISION, MONITORING AND REVIEW

Services hereunder shall be provided by CONTRACTOR under the general supervision of the Director of CSS or authorized designee. The CSS Director, or authorized designee, shall have the right to supervise, monitor and specify the kind, quality, appropriateness, timeliness and amount of the Services and the criteria for determining the persons to be served. CONTRACTOR agrees to extend to CSS Director, or authorized designee, to authorized State representatives, and to an authorized Federal representative the right to review and monitor CONTRACTOR's facilities, programs, records, or procedures at the discretion of COUNTY, State and Federal representatives. Appropriate staff of CONTRACTOR, as requested by the CSS Director, or authorized designee, shall attend all training sessions and meetings called by CSS for the purposes of information sharing, policy orientation, and Program Development and orientation. Additionally, CONTRACTOR staff is required to regularly attend meetings that offer ways to expand knowledge of and increase efficiency in the Services provided. These meetings may be called by AAA and held at a COUNTY facility or another site, as determined by the COUNTY. The CONTRACTOR may also choose to attend meetings outside of Los Angeles County that the CONTRACTOR reasonably deems to be beneficial for the delivery of Client Services or other meetings designated by the AAA.

17.2 UNUSUAL OCCURENCES

Occurrences such as natural disaster (including earthquakes, floods, landslides, wildfires, extreme heat/cold), man-made emergencies (such as epidemic outbreaks, bio-terrorism, food-borne illness, fire, major accidents, death from unnatural causes or other catastrophes), and unusual occurrences which threaten the welfare, safety or health of participants, personnel or visitors shall be reported by the CONTRACTOR within twenty-four (24) hours to the local health officer by telephone (and confirmed in writing) and to CSS by telephone (and confirmed in writing) or email. Crime related occurrences, such as theft or vandalism, must be reported by CONTRACTOR within twenty-four (24) hours to the local police or sheriff by telephone (and confirmed in writing) and to CSS by telephone (and confirmed in writing) or email. The CONTRACTOR shall prepare and retain an incident report on file. CONTRACTOR shall maintain all incident reports in a manner consistent with Part II, Section 67.0, Record Retention and Inspection/Audit Settlement, of the Sample Contract (Appendix A). The CONTRACTOR shall furnish such other pertinent information related to such occurrence as the local authorities and/or CSS may require.

17.3 EMERGENCY AND DISASTER PREPAREDNESS

- 17.3.1 Notwithstanding CONTRACTOR's and COUNTY's contractual objective to provide Services to eligible persons, CONTRACTOR shall make Services available to any person impacted during the event of a State/nationally declared emergency, contingent upon the availability and commitment of Federal Emergency Management Agency (FEMA) or State Office of Emergency Services (OES) funds with which to reimburse CONTRACTOR for funds expended.
- 17.3.2 CONTRACTOR must have a written emergency plan on file describing how Services will be maintained during the event of a disaster or emergency.
- 17.3.3 CONTRACTOR must maintain a registry of Program participants for emergency purposes.

17.4 MULTIPURPOSE SENIOR CENTERS

- 17.4.1 If CONTRACTOR operates a Multipurpose Senior Center as defined under Title 42 USCS Section 3002, CONTRACTOR must adhere to all applicable Los Angeles County, State of California, and Federal guidelines and regulations, including, but not limited to, Title 22 CCR Sections 7550 7562.
- 17.4.2 If CONTRACTOR operates a Multipurpose Senior Center, CONTRACTOR shall also comply with the provisions contained in the following acts:
 - 17.4.2.1 Copeland "Anti-Kickback" Act (18 USCS 874) (29 CFR, Part 3).
 - 17.4.2.2 Davis-Bacon Act (40 USCS 3141-3142) (29 CFR, Part 5).
 - 17.4.2.3 Contract Work Hours and Safety Standard Act (40 USCS 327-332) (29 CFR, Part 5).
 - 17.4.2.4 Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in the Department of Labor Regulations (41 CFR, Part 60).
- 17.4.3 Authorized COUNTY, State or Federal representatives shall have the right to monitor CONTRACTOR's performance relating to acquisition, alteration, renovation, or construction pursuant to this Contract. Said monitoring shall include, but is not limited to, inspections of premises (acquired, altered, renovated, or constructed) and interviews with Project Director and other CONTRACTOR staff during normal business hours.
- 17.4.4 CONTRACTOR assures that when an existing facility has been altered with funds made available by this Contract and is used as a Multipurpose Senior Center, the period of time in which such facility must be used as a Multipurpose Senior Center is as follows:
 - 17.4.4.1 Not less than three (3) years from the date the Contract terminates where the amount of the Contract or award of funds including the non-federal share, does not exceed \$30,000.

- 17.4.4.2 If the Contract amount or award of funds, including the non-federal share, exceeds \$30,000, the fixed period of time shall increase one (1) year for each additional \$10,000, or part thereof, to a maximum of \$75,000.
- 17.4.4.3 For Contract amounts, or award of funds, including the non-federal share, that exceed \$75,000, the fixed period of time shall be not less than ten (10) years from the date Contract expires or terminates.

18.0 CONTRACTOR MATCHING SHARE

- 18.1 CONTRACTOR shall provide at least 15% match (contribution) of its total Contract sum/expenditures funded by COUNTY in accordance with the provisions of Appendix A, Sample Contract, Exhibit D, Budget. Therefore, the Maximum Contract Sum funded by the COUNTY provides 85% of the CONTRACTOR's total funding for the Program Costs and CONTRACTOR must match, at a minimum, 15% of its costs with other resources. The matching share may be cash or an in-kind contribution or compensation thereof. The criteria for establishing the value on non-cash items is Fair Market Value. Volunteer's services may be used to meet the in-kind match. Additionally, in-kind contributions of the Fair Market Value of Services performed by volunteers may not exceed fifty percent (50%) of the required 15% CONTRACTOR match.
- 18.2 In-kind contributions are property or services provided by CONTRACTOR which benefit a contract-supported project or program and which are contributed by non-federal entities without charge to the CONTRACTOR.

19.0 METHOD OF COMPENSATION

COUNTY, at its sole discretion, has the option of altering the method of payment from full reimbursement for units of service completed to an amount equal to one-twelfth (1/12) of the Maximum Annual Contract Sum amount per month, if the CONTRACTOR is over-achieving, and it appears funds will be completely drawn down prior to the full term of the Contract.